

1882-060 Chancery Causes: Unthank & Adams J for tc vs. James Gray &c
Lee Co.

Unthank, Adams

CA-Debt

T-Property

-Deed

is of record in the clerk's office of said County, a copy of which, as well as, of a deed of personalty, made the same day, is also filed with this Bill, and a part thereof (H) and prayed to be considered therewith.

It will be seen that each of these deeds, purport to be a Valuable Consideration, in part only, & that the residue is for natural love & affection for their said son; but your Orators allege that there was no Consideration whatever, deemed Valuable in Law, passed between the grantor & grantee for the execution of either of said deeds, and that the Considerations expressed in each, were fictitious, and the property conveyed by each, was a mere gift of the said James Gray whilst indebted, not founded upon a consideration deemed Valuable in Law, and is, under the provisions of the 2^d Sect of Ch 118, of the Code of 1850, Void as to the then Creditors of the said James Gray, of whom your Orators were a part. But your Orators are advised, & therefore, allege, that if the Considerations expressed in said deeds were Valuable in Law, so far as they purport to be, yet said deeds are void, because they were made by the said James Gray, with intent to delay, hinder, and defraud his creditors, and your Orators, and that the said Carlo B. Gray had notice, of the said intent, of the said James Gray.

Your Orators regarding the said deeds as void, claim that their judgment is a lien upon the interest of the said James Gray, in the land aforesaid, and that their execution is a lien upon his personal property, & hence the object of this suit, is to obtain a decree annulling said deeds, and enforcing said judgment lien by a sale of his said interest, as they are informed & believe, & therefore allege, that the rents & profits of his interest, in said small tract of land, will not satisfy & pay their debt interest, & costs, & costs of this suit, in five years.

Your Orators being without an adequate remedy at Law, and entitled to relief in Equity, there prays therefore is, that the said James Gray, & Carlo B. Gray

be made parties Defendants, to this Bill, and that they each be required to answer its allegations, as fully & truly upon oath, as if the same were repeated by interrogatories, answering clearly what sum if any, was actually paid by the said Carlo B. Gray, to the said James Gray for the Land conveyed by the latter, to the former; and also separately what amount, the said Carlo B. Gray, in fact & truth paid James Gray, for the personal property, the latter, conveyed to the former by the deed made an exhibit with this Bill; and if any sum, was actually paid in either case, that they be required, to state specifically, when and where and in what the same was paid, whether in money, or property, and set forth, or produce any receipts, or other evidences they hold of such payment. And that the said James Gray, state positively, & directly, whether, or not he did not make said deeds, or either of them, to prevent your Orators from forcing the collection of their debt as soon as they got their judgment, & if it was not his intention to gain time by the execution of said deeds, & that the said Carlo B. Gray, answer emphatically, whether or not, such intention, & purpose of his father was not known to him, at the time said deeds were executed; and that upon a final hearing, Your Honor, will render a decree, declaring said deeds void, and subjecting the said James Grays, interest in said lands, to sale, in payment, of your Orators, judgment lien, principal interest, costs at Law, and the Costs of this suit; and grant to your Orators, such other, general & special relief, as their case merits, and it is competent for a Court of Equity, to afford in the premises.

May the Commonwealth's writ of Subpoena issue directed to, & as in duty bound your Orators will ever pray &c.

Same for Pliffs.

Unthank & Adams, for the

Bill 20

James Gray & Co. for

Exhibits filed.

1873 July, Bill Filed, & for Exh. do.
+ Decree nisi

1874 Mr. Gray & Co. for
Bill for hearing the Bill
+ Decree nisi do. off Court
1875 Mr. Gray & Co. for
Bill for hearing the Bill
+ Decree nisi do. off Court

1874 Mr. Gray & Co. for

1875 Mr. Gray & Co. for

1876 Mr. Gray & Co. for

1877 Mr. Gray & Co. for

1878 Mr. Gray & Co. for

1879 Mr. Gray & Co. for

1880 Mr. Gray & Co. for

1881 Mr. Gray & Co. for

1882 Mr. Gray & Co. for

1883 Mr. Gray & Co. for

6.78 Pk. Orr
15.75 Pk. Aldrich
17.00 Pk. Brown

22.78

24.78

Costs at Law. 6.75 Paid

\$ 35.53 = 35.53.

Ad for 6 8.91 to Aug 1877

En 6 4.32 to July 1877

1.77

To the Honorable John A Kelly Judge of the
Circuit Court of Lee County Va.

The separate answer of Charles B. Gray to a
bill filed in this Honorable Court against
him and James Gray, by Tushnet & Adams. Respond-
ent saving to himself all proper exceptions. To
said bill for answer thereto or as much thereof
as he deems necessary, or is advised is material
answering he says. - That it is true, the plff
obtained the judgement in the bill mentioned and
he suffers at the time he states - Your orator
further admits that James Gray, was a part owner
of a small tract of land, at least he had a
deed therefor, which he came in the possession
of in this way, - His second wife, Johnach
inherited the same, from her grand father Wm
Sagers, who before his death made a deed joint-
ly to the said James Gray and his said wife,
but the said James never treated the land as his
own, but always regarded it as his wifes property
but your orator is informed in the meaning of the
law they were joint owners, for several years
past the said James has been, to a great degree
dependent on their respondent for the support and
maintenance of him and his said wife, the
latter of whom is now dead and the said James
is about 85 years of age, before their death of
Mrs. Gray they had consumed nearly all the personal

property they owned and were now so old and
helpless they could not work to maintain themselves
they proposed to your crator, to sell them these
lands long before the plff instituted his suit at
law, and for accomodate his said father and
aid him to live he agreed to and did purchase
the said lands, and on the day of 1870
the said James Gray and his wife conveyed by deed
to your crator as shown by an office copy thereof
exhibited with the plffs bill;

Your crator further states that although the deed
purports to be in part consideration of natural
love and affection, that he paid them a full fair
and valuable consideration, and even more than
the land was worth, He paid to them, a debt
they owed to a mercantile firm Wheeler & Ball at
the time the trade was made \$75.- this they owed
for such things as had been furnished them to live
upon, He also paid for them to a doctor bill to
Doct. Morrison of \$15. He furnished them at that time
to Mr Morrison to the amount of \$5.00. paid H. L. Meriman
\$8. He let them have a cow and calf at \$30.00 and
Bacon corn & wheat \$30. and paid them in cash
\$10. making the sum of \$173. he paid them at the
time the trade was made, He had before the
trade was made let them have provisions and
money, and since furnished them other things to the
amount in all to perhaps some \$50. or \$60. dollars.

of which proof will in due time be made. -
The lands are not worth even what your respondent
paid for them, but as before stated he purchased the
same, more to aid his father and step mother to live
than any thing else, He has since sold the land to
one Stephen Arnold for the price of \$250. thus showing
clearly that your respondent gave more than even
he deemed the land worth. - He positively denies
any fraud in him or knowledge of fraud in his
grantors, if he had ever heard of the plffs claim
he had forgotten it; and if the said James had any
fraudulent intent it was unknown to him. - He avers
the trade so far as he is concerned was fair and bona
fide, and he believes from James Grays recitation
circumstances, it was made upon his part, for
no other purposes than to enable him to live. - If he had
intended fraud and thus avoiding the payment of his
debts why pay larger ones and avoid the plffs small
one? Your crator denies all fraud & collusion upon
his part, charged against him - claims that he is a
purchaser for value, and the plff has no right to inter-
fere with his purchase. And having now fully
answered he prays hence to be dismissed with
his costs.

James W. Orr

Virginia Lee County to wit
Carlo B. Gray this day personally appeared before me and made oath
that the facts contained in the foregoing answer so far as made upon his
own knowledge are true, and so far as made upon, upon information
derived from others he believes them to be true -
Given under my hand this 26th Aug 1873. James W. Orr, clerk.

Charles B. Gray

ads } Answer.

Unthank & Adams

Filed Aug 29th 1873.

Chas. B. Gray & Co.

Mr. Thunk & Adams for Hays
vs.
James Gray & others } In chancery

This Cause came on again to be heard on the 7th day of April 1882, upon the papers formerly read, and Report of Special Commr. M. B. D. Lane, and was argued by Counsel & no exceptions being filed to said report, it is adjudged, ordered & decreed that the same be confirmed. And it appearing by the exhibits filed as part of said report, that the beneficial Plff. E. T. Muthank has sold the land, ~~here~~ purchased at the sale made in this Cause to Carlo B. Gray, one of the Defts in this Cause, and that the said Gray is to pay all the Costs accruing in said Cause after the April term 1876, and also the fee to the Commissioner for making a deed to the ~~land~~ so sold; and it also appearing that the said C. B. Gray has sold the same land to Stephen Arnold, and desires & authorizes, the Conveyance to be made to said Arnold; and Commr. M. B. D. Lane having made said deed, to said Arnold, and filed the same in the papers of this Cause; it is therefore further adjudged, ordered and decreed, that said deed be confirmed, and that the said Carlo B. Gray, pay to the said Commr.

the sum of Five Dollars for his services in making
said deed, and said Connor. M. B. D. Lane may have
execution from this Court for the same; and that ~~it~~
~~the~~ said Carlo B. Gray pay to the proper officers
of this Court, all the costs, that have accrued in this
Cause, since the April term 1876, and execution
may issue for the collection of the same; and
nothing further being necessary to be done in this
Cause, it is ordered to be stricken from the docket,

Wm. H. Adams for & Co
vs. J. H. H. H. H. H.
James Gray & others

Sept Term 1882

Entered Page 276.

J. A. Hyatt
Clerk

Ente
for A. K.
Sept 7/82

Mr. Thunk & Adams for H. G.

James Gray & other } Ex Chancery.

This cause came on again to be heard upon the first day of April 1876, upon the papers formerly read, and the last order made in this cause, and was argued by counsel; and it appearing to the Court, that the order, appointing Eli Davis, H. L. J. Richmond, and Nathaniel Ewing, to partition the land in this cause, has been duly served upon them; and that they have failed to perform the duty assigned them, in said order, upon consideration whereof it is ordered that the clerk of this Court issue a rule against them, returnable to the first day of the next term of this Court, to show cause, if any they can why they have not performed said duty, but they may yet discharge said duty, and return their report to the clerk's Office, more than 10 days before the next term; and if from physical inability, the said Nathaniel Ewing is unable to act, then Henry Mooney, is directed to act, in conjunction, with the said Davis, & Richmond, who report as above required, and this cause is continued until the next term.

Unthank & Adams

by J. Deuell.

James Gray & others

March Term

1876

Considered Order Book

1876 5027523.

James H. Orr, Clerk.

Order

1876

1876

And thank & Adames for May

1841

James Gray & others

J. S. Chace

This cause came on again to be heard
on the day of August 15th 41 before the
formerly said, and Robert H. D., of Special
Commissioners, M. H. & Adams, and was argued
by Counsel and it appearing to the Court, that
such report has been filed the time secured
by law and no exceptions being filed thereto,
and it appearing by the records of the parties
filed therewith, that the said Commission be
paid over the costs of this suit, as directed
by a former decree of this Court, upon consideration
whereof it is adjudged, ordered, and decreed, that
said report be confirmed, and this cause
continued until the next term.

Am. Anti-Slavery Socy
213 So. 4th St. Phila.
Report No 2

James Gray Volker

August Term 1871

Wm. H. & Wm. H. & Co.
181
James Gray & others } Ex Chancery

This cause came on again to be heard, upon
the day of 1st March 1874, upon the papers formerly read
and the report of ^{the} Special Commissioner Wm. D. Lane
and was argued by Counsel; and it appearing that the
said report had been filed the time required by Law
and no exceptions being filed to the same, upon consideration
whereof it is adjudged, ordered and decreed that said report
be confirmed, and that said Commissioner pay over the
Costs in this cause, to the parties entitled thereto, and report
his proceedings to a future Term of this Court. And the Court
considering it necessary, to partition the land sold, & that claimed
by the Dftr. Carlo B. Gray, between the beneficial P'ty & purchaser
in this suit, & the said Gray, before ordering a writ of possession,
to the purchaser, it is further ordered that, Eli Davis, H. C. T. Richmond
and Nathaniel C. Sewing, go upon the land embraced in the deed from
James Gray & report to Carlo B. Gray, which deed is filed, as exhibit
(A) with Capt. Bill, and partition the same, allotting to the said
Carlo B. Gray one moiety of the same, and to W. D. Muthook the other
moiety, thereof, having due regard to quantity & quality, &
the value of the improvement, thereon, and water, wood, and
the right of incrop, and signs, and that they make a diagram
of the same, with their report, and that they report therein
proceeding to a future Term of this Court, and the cause is
continued until the next Term.

Muthank & Eldam, Jr & Co.

21.3 Decree

James Gray & others

March term 1874

X

Entered under Book

page 347.

James H. Orr, Clerk.

Engr. this

J. A. K.

Mar 28/79

Mulhark and Adams for T.

In Chy.

James Gray et al

This cause came on this day to be heard on the bill taken & or
confessed as to the defendant James Gray, the answer of the defendant Carlo B.
Gray, with general replication thereto and the exhibits filed in the cause
and was argued by counsel. On consideration whereof, and for
reasons stated in writing and filed with the papers of the cause, it is adjudged
ordered and decreed, that one half of the interest of the defendant James
Gray & his wife ^{in the well known & manured} held by them jointly, is liable to the tenor of the judgment
of the plaintiffs: ^{as their bill set forth,} and unless the defendants, or one of them, or some one
for them, shall, within 30 days, pay to the plaintiffs the amount of their said
said judgment, principal, interest & costs, and the costs of this suit; then
Mr. B. D. Layne, who is hereby appointed a Commissioner for the purpose, shall
proceed to sell the one half of the said joint interest, ^{or so much thereof as may be} in front of the Court
house of this County, ^{on some Court day} to the highest bidder, for so much cash in hand as will
pay the costs of this suit, & the costs of sale, and the residue thereof on one
annuity and three years, ^{bearing interest} requiring the purchaser to execute bonds with good
security for the deferred payments, payable to said Commissioner. But
before he proceeds to ~~sell~~ sell, he shall advertise the same,
publishing notices of sale at least 30 days, by posting an advertisement
for that length of time on the front door of the Court house of this
County, and one in the neighborhood of the land to be sold, and
report his proceedings to Court the cause is continued

Sufficient to pay said judgment & costs

Waltham & Co. for &c.

as ~~to~~ receive

James Gray et al

Decr 3^d 1873

Enter this

J. A. Kelly

James H. Smith

James H. Smith

Virginia -

At a Circuit Court Continued and held for
Lee County, at the Court House thereof, ^{Saturday} on the 1st day of Aprl. 1876.

Wortham & Adams & Co.

Plaintiffs

against

James Gray & another

Defendants

In Chancery

This Cause came on again to be heard upon the first day
of April 1876. upon the papers formerly read, and the last
order made in this cause and was argued by counsel;
and it appearing to the Court, that the order appointing
Eli Davis S.C. J. Richmond and Nathaniel Ewing
to partition the land in this cause has been duly served
upon them, and that they have failed to perform the
duty assigned them in said order, upon consideration
whereof it is ordered that the Clerk of this Court issue
a rule against them, returnable to the first day of
the next term of this Court, to shew Cause if any they
can why they have not performed said duty, but
they may yet discharge said duty, and return their
report to the Clerk's Office more than 10 days before the next
term and if from physical inability the said Nathaniel
Ewing is unable to act, then Henry Morley is
directed to act in conjunction with the said
Davis and Richmond who will report as above required,
and this Cause is continued until the next term.

A Copy

Listed - James H. Orles

Wentworth & Adams &c

vs } Copies of Secrecy
(4 copies)

Virginia -

At a circuit Court ~~Continued~~ held for Lee County
at the Court house thereof, on ^{Saturday} the 1st day of April 1876.

Wentbank & Adams &c

Plaintiffs

against

James Gray & another

Defendants

In Chancery

This Cause came on again to be heard upon the ~~first~~
day of April 1876. upon the papers ~~formerly~~ read, and the
last order made in this Cause and was argued by Coun-
cil and it appearing to the Court, that the order appo-
inting Eli Davis H. C. T. Richmond and Nathaniel
Ewing to partition the land in this cause, has
been duly served upon them, and that they have failed
to perform the duty assigned them in said order, upon
consideration whereof it is ordered that the clerk of this
Court ~~issue~~ a rule against them, returnable to the first day
of the next term of this Court, to shew cause if any they
can why they have not performed said duty, but they
may yet discharge said duty, and return their report
to the Clerk's office more than 10 days before the next term
and if from physical inability the said Nathaniel Ewing
is unable to act, then Henry Morley is directed to act
in conjunction with the said Davis and Richmond
who will report as above required, and this Cause is
continued until the next term.

A Copy

Teste - James W. Am. Clerk.

For Eli Davis

Virginia.

At a circuit Court ~~Continuance~~ held for said county,
at the Court house thereof, on ^{Saturday} the 1st day of April 1876.

Worshank & Adams for &c

Plaintiffs

against

James Gray & another

Defendants

In chancery

This cause came on again to be heard upon the
first day of April 1876. upon the papers formerly
read, and the last order made in this cause
and was argued by counsel; and it appearing
to the Court, that the order appointing Eli Davis
Jb. L. J. Richmond and Nathaniel Ewing to
partition the land in this cause, has been duly
served upon them, and that they have failed to perform
the duty assigned them in said order, upon consid-
eration whereof it is ordered that the Clerk of
this Court issue a rule against them, returnable
at the first day of the next term of this Court, to show
cause if any they can why they have not performed said
duty, but they may get discharge said duty, and return
their report to the Clerk ~~of~~ more than 10 days before the
next term; and if from physical inability the said Nath-
aniel Ewing is unable to act, then Henry Morley
is directed to act in conjunction with the said
Davis and Richmond who will report as above required
and this Cause is continued until the next term

A Copy

Teste - James H. Connelley

H. L. T. Richmond

Virginia

At a Circuit Court continued and held for Lee County
at the Court house thereof, on ^{the} ~~the~~ ^{day} the 1st day of April 1876

Wm. H. Adams for re

Plaintiff

against

James Gray & another

Defendants

} In Chancery

This Cause came on again to be heard upon the first
day of April 1876, upon the papers formerly read,
and the last order made in this Cause and was argued
by Council, and it appearing to the Court that the
order appointing Eli Davis, H. C. T. Richmond and
Nathaniel Ewing to partition the land in this
Cause, has been duly served upon them, and that
they have failed to perform the duty assigned them
in said order, upon consideration whereof it
is ordered that the Clerk of this Court issue a
null against them, returnable to the first day
of the next term of this Court, to show Cause,
if any they can why they have not performed
said duty but they may yet discharge said duty,
and return their report to the Clerk's office more
than 10 days before the next term, and if from
physical inability the said Nathaniel Ewing is
unable to act, then Henry Morley is directed to act in
conjunction with the said Davis and Richmond
who will report as above required, and this Cause is con-
tinued until the next term. A Cpy.
Giste - James H. Orr Clerk

For Nathaniel Ewing

Virginia

All circuit Court continued, and held for the County at the Court house thereof on Saturday the 21st day of March 1874.
Dwight T. Saunders for the Plaintiff

vs.

James Gray & others

Defendants

In Chancery

The case came on again to be heard before the Hon. J. M. McKim. The papers formerly read, and the report No 1 of Special Commissioner W. B. Lane, and was signed by counsel and it appearing that the said report had been filed, the time required by law and no exceptions being filed to the same, upon consideration whereof it is so ordered, ordered and decreed that said report be confirmed, and that said Commissioner pay over the costs in his hands to the parties entitled thereto and report thereon to a future term of the Court. And the Court came during it ordering the further the land sold and that claimed by the Defendant to be a Gray, between the beneficial part of the same purchased in the said land and the said Gray before entering a writing of partition to the purchaser it is further ordered that W. B. Lane, W. H. Blackman, and William Gray go upon the land embraced in the said form from Gray wife to W. B. Gray, which was filed as exhibit (H) with the Commissioner's bill, and prepare the same allotting to the said W. B. Gray one moiety of the same and to W. H. Blackman the other moiety thereof. Having due regard to quantity and quality, and the value of the improvements thereon, and water used and the right of ingress and egress and that they make a diagram of the same with their report, and that they report their proceedings to the Court. Term of this Court and the case is continued until the next term.

Very truly yours John W. Cohen Clerk

Unthanked Adams got
Bot. Copy of Order
Hence being & P. H. H.
Executed in full the
S. C. C. L. H. H. H. H. H.
G. H. H. H. H. H. H.
That is why, & P. H. H.

Wm. H. & J. H. for H
James Gray & others } In Chancery

I the undersigned, Commissioner appointed
by a decree in said Cause, rendered at the last Term
of your Honorable Court for the year 1873, to sell the
interest of James Gray, in certain lands in the
Bill mentioned, would respectfully report, that after
having advertised the time place & terms of sale, as
directed by said decree, your Commissioner
proceeded, on the first day of the January Term
of the County Court of Lee County, for the year 1874,
to offer at public auction, at the front door of said
County House, and on the terms prescribed by said
decree, the interest of James Gray, in the land in
the Bill mentioned, held by himself & wife,
which they had previously conveyed to their son
Carli B. Gray, and the beneficial title, by his agent
M. D. Richmond, offered to take said interest for his
debt interest & cost, say one hundred & eleven dollars
& fifty nine cents and was by order of court
any better terms, the offer of the said beneficial
title was accepted as the best bid, whereupon, after
deducting from the cash at said Chancery, the attorneys
fee in such case, which said Wm. H. had heretofore paid
your Commissioner, as his counsel, the said cash
paid, to me \$23.34 (Twenty three Dollars & thirty four
cents, the residue of the cash at said & the cash on this
debt, out of which your Commissioner retained his commission
\$5.31 (Five Dollars & thirty one cents) and the balance
of said cash is in the hands of your Commissioner
subject to the future order of the Court, your

Commissioner deemed it unnecessary to take notice
 from the former case, for the decision of the former
 case, as he is not opposed from the record, the answer
 of the same kind considering that the rule is
 confirmed, that it will only be necessary to partition
 the land contained in exhibit (A) which will
 supersede the Bill, between George B. Gray and E. P.
 Mather. The further report herein in support of
 his majesty, and cancel her debt, and
 convey to him the land assigned him by said partition
 to accomplish the end, & purpose of this suit.
 Your Honor, however, is respectfully said that said
 rule will be confirmed. Respectfully Submitted
 Thomas H. Gray
 Wm. H. D. Lane, Esq.

The Hon. J. H. Lane, Esq.

Wm. H. D. Lane, Esq.

Wm. H. D. Lane, Esq.

Wm. H. D. Lane, Esq.

Wm. H. D. Lane, Esq.

24. *Bombus*

April 2nd 1897

Thos J. Brown AS

W. L. G. W.

W. H. G. C. S.

(20)

(B)

161

Memoranda

Received of Mr. B. D. House Commissioner of the
 Kansas Bureau of Agriculture & Forestry for the
 Kansas State & other the amount of \$10.00
 at New York me as clerk in return of debt
 by David Carter of Kansas Agricultural College
 at Lawrence Kansas into said University fund
 given under my name "B. D. House"
 John B. West

C. W. West

1

(11)

Unthank & Adams for the
Carver Gray & others } In Chancery,

The undersigned Commissioner in the above-named Cause would now report, that since his last report, and before the Commissioners appointed by a former decree in this Cause, to partition & lay off the land purchased by E. M. Unthank the Beneficial Plaintiff in said Cause, performed said duty, he the said Unthank sold the land so purchased to Charles B. Gray one of the Defts in said Cause, for the sum of sixty five Dollars, which was greatly below the price he paid for the same, and the said Gray was to pay all costs accruing in the above-named Cause after the April term of your Honors Court in the Year 1876, as evidence of these facts, your Commissioner files herewith as part of this report, the authenticated affidavit of the said Unthank marked (A. A.). From which it further appears, that he desires the conveyance of the said land to be made to the said Charles B. Gray. Your Commissioner would further report that the said Charles B. Gray by his affidavit made the 5th Nov 1877, and filed herewith as part of this report marked (B. B.) that he made the purchase as above stated, and was to pay the costs of said suit after the April term 1876, and that he is also to pay the Commo's fee for the deed to the said land, and desired & authorized the same to be made.

to Stephen Arnold, to whom affiant had
sold the land, & who had paid the purchase
money, all of which is respectfully
submitted. W. B. & Lane, Counsel

Deeds made & filed on the 10th day of the month of
the 10th day of the month of the year 1880

State of Kentucky, West

~~County of~~ County of West:

That I, E. V. Unthank, personally
appeared before me the undersigned and made
oath, that in April 1876, he sold, to Charles B. Gray
for the sum of sixty four dollars, certain lot of land
for the same, which he transferred to Augustus B. Taylor;
the interest in the land which said defendant purchased
at a former time, date made in May 1874, in the
Chancery Cause of Unthank & McLean for \$4, against
Samuel Gray et al, then pending in the Circuit Court
of Lee County, and that said defendant received
no advance on the purchase price of said land, but
on the contrary, sold to Charles B. Gray, the interest of his
father Samuel Gray, in the land in the title mentioned,
and defendant purchased as aforesaid, for a less sum
than defendant paid for the same; and that
defendant requests & asks, if the Court, if the said
Charles B. Gray, shall say the next term of the Court
before a satisfactory evidence, that he has paid to
the party of said decedent since April 1876,
the said land, to make the consequence of
said interest in said land made to the said
Charles B. Gray, and if he does not ^{such} promise, to make
then that the same shall be made to said defendant
as the Court may direct said date. Given under my
hand, this ~~2nd~~ ^{1st} day of Oct 1877.

2nd Oct

E V Unthank

Subscribed to before me, the day & year above
mentioned by E V Unthank

William Taylor J P

State of Kentucky
Bell County

I E Hurst Clerk of the
County Court for the County and within
the State aforesaid do Certify that
William Taylor before whom the foregoing
affidavit was made is an acting
Justice of the Peace within and for

Said County of Bell & State aforesaid
duly Commissioned and qualified
his Commission was dated on
the 15th day of May 1875 and will
expire on the day of May 1879
and all his official acts as such
are entitled to full faith and Credit

Given under my hand and
Seal of said Court at office in
Pineville this 2^d day of October 1877
E Hurst C. B. C.

(at. at.)

Winthrop & Adams for H.
M. & Comm. Report of
James Gray & others

Filed Aug. 1. 1882.

J. A. S. Hyatt
Clerk

Disjoined, Sec County to wit:

This day Carlo B. Gray personally appeared before me the undersigned, and made oath, that he purchased of E. V. Unthank, the land heretofore sold in the Chancery Cause of Unthank & claims for &c. &c. same, Gray & others, and purchased by said Unthank, for the sum of sixty five dollars, and was to pay the costs on said ^{Suit} accruing after ^{April} 1876, which he is also to pay, the Commissioners fee for the deed to the same, which this affiant hereby declares he desires to be made, & authorizes the Court to have the title to the same made to Stephen Edmold, to whom affiant has sold the same & received the purchase money. The note which affiant executed to said Unthank for the sum above for said land, will be filed with this affidavit, as evidence that affiant has fully paid the purchase money due from him to said Unthank, as required by his affidavit in this cause.

Given under my hand, Nov 5 1877.

Charles Willoughby J.P.

(B.B.)

The Commonwealth of Virginia :

To the Sheriff of Lee

County---Greeting :

We command you to summon

James Hargy

before Judge *in circuit* *for* *Samuel* *in the clerk's Office*
to appear at the clerk's office of the county court of Lee, at the court-house, on the first Monday
in February next, being Rule day, to answer *Ewell V. Whitcomb and George*
Mr. Adams, late merchants & partners in trade, acting through the name & style
of "Whitcomb and Adams" who sue for the benefit of said Whitcomb, of a plea
of Debt for \$14.00 Damage \$36.00

And have then there this writ.

Henry S. Morgan Deft
Witness *JAS. W. ORR*, Clerk of our said court, at the court house,
this *12th* day of *January* 1870, in the *74th* year of the

Commonwealth.

Henry S. Morgan & Clerk
Recd
Lee - H. S. Orr Deft

Amell W. Northwicks et al Call
March 1st 1870

20

20

20

20

54 20 Summa - 8000 To balance 1000

60

30

50

220

85-

253-

Summa 8000

March 1st 1870

Expenditure

W. H. Tyler Dr

Receipts

John A. Webb

(9)

Virginia

The circuit court continued and held for Lee County at the
court house thereof, on Monday the 6th day of June 1857 -
"Masterson & Adams" who sue for the benefit of "Masterson & Adams" V. "Masterson & Adams"

95

James Gray

Sept 6

The defendants not appearing. It is considered by
the court that the Indignants attorney's request for the Clerk's
Office for \$36.05, the debt are the declarations mentioned, with legal
interest thereon from the 4th day of February 1857 till paid and the
costs subject to a credit of \$1 - paid February 26th 1858.

A copy

Teste Wm A. Orr Clerk

Handwritten text on the left page of an open manuscript. The text is written in cursive and includes the name "Thomas A. ...", the phrase "Copy of a ...", and the name "James ...".

Thomas A. ...
Copy of a ...
James ...

(2)

Mathias & Adams for
as copy of the sketch of
of John Henry

(L)

Date of Entry	Style of Suit, Cause, Description & Residence of parties	Amount of Judgment & Costs
1870 January 20th	"Walter B. Jones" who sue for Cornell & Thibault of Buff against James Gray of Lee County Va.	Judgment for \$36.05 with interest from Feb 2 nd 1865 till paid & Costs \$2.75 - \$2.50 - \$1.50 - \$1.00
	Debit } Credit }	Paid 1870

Wm. Lockhart

Wm. H. T. Adams Jan 75
 Lt. Governor
 James Hays

(2)

1870 L. Muthenke & Son

June 7th Ernest V. Muthenke

705

James Gray

D.S. Dickinson Judgment for \$36.85 with interest from

February 4th 1857 till paid to the costs to 2.75

\$2.50 L.50 L.50

Subject to the following credit \$1.00 (for 2 days work) February 29th 1857

Fi Fee

No property found

David S. Dickinson J.C.

for Mr. W. George L. L. C.

Sept. 18th 1870

Transcript from the execution docket

Enter Mr. A. C. C.

Balance 275
other 250
Shops 80
Cost 50
\$6.25

This Indenture made this 10th day of February in the year of our
Lord one thousand eight hundred and sixty three, by and between
William Rogers of the County of Lee and State of Virginia of the
one parts and James Gray and Mary H. Gray, Robert F. Pearson &
Martha V. Pearson of the County aforesaid of the other parts Witnesseth
that the said William Rogers for and in consideration of the sum of
seven hundred and fifty dollars to him in hand paid to the said
said all unto the said James Gray, M. H. Gray his wife, Robert F.
Pearson and Martha V. Pearson and there have a certain tract
or parcel of land in the said County of Lee lying in Bonnets Valley
containing one hundred and twenty three acres more or less
Beginning on a white oak and such a corner to Stephens tract
on the Spring branch where John Pearson once lived thence S 44
E 14 poles to two white oaks a corner to said Stephens thence
with their line N 23 N 23 poles to a State thence N 61 12 poles to a
^(on back of section 24)
young oak & white oak, thence to the State to M. Rogers old line
thence down with said line to said Rogers N 12 E Gibbons to a legal
corner there old corner on the South side of Indian Creek thence
S 20 E 27 to two white oaks corner to J. J. Gibbons thence with
said Gibbons line S 1 E to the branch and with the meanders
of the branch to the beginning. Said tract a parcel of land in
the old residence of Samuel H. Pearson, together with the
appurtenances to the said James Gray M. H. Gray his wife,
Robert F. Pearson & Martha V. Pearson there have to the said
one each behalf of them the said James Gray & wife, Robert
F. Pearson & Martha V. Pearson & there have forever and
the said William Rogers for himself & his heirs doth covenant
with the said James Gray & wife, Robert F. Pearson and
Martha V. Pearson there have that he the said William

Singer and his heirs, will prosecute and forever defend
against all persons who molest. The witness whereof the said Wm
Singer has hereunto subscribed his name and affixed his seal
this day and year above written.

William Singer Seal

Virginia, Lee County.

I Robert M. Ely, Justice of the Peace in the County afore-
said in the Commonwealth of Virginia do hereby certify that
William Singer is party to a certain deed bearing date the 16th
day of February 1863 and hereunto annexed, personally appeared
before me in my County aforesaid and acknowledged the same
to be his act and deed, and desired me to certify the same
as hereunto required to the Clerk of the County Court in order
that the said deed may be recorded. Given under my
hand this 16th day of February 1863.

Robert M. Ely J. P.

Lee County Court Clerk's Office. February 21st 1863
This Indenture of bargain and sale, for and between William
Singer of the one part - and James H. Gray & Henry J. Gray
Robert T. Harmon & Abner W. Harmon of the other part,
was this day admitted to record upon a certificate of a
Justice of the Peace in and for Lee County, Virginia.

H. J. Morgan, Clerk

Copy

Filed Apr 4. 1863

James Long & Co.
New York
1842

This deed made the 21th day of January 1878 between
 James Thompson of the County of Lincoln State of Virginia of
 the one part and Robert B. Thompson of the County
 and State of the same part, Witnesseth that the said James
 Thompson for and in consideration of the sum of fifty dollars
 to him in hand paid by the said Robert B. Thompson and for
 the love and affection which my son Robert B. Thompson the said
 Robert B. Thompson acknowledged to have this day conveyed
 and well delivered unto his true parents do give and
 grant unto my son Robert B. Thompson and his heirs for
 ever the full and entire two and a half acres and the
 back of a poor together with all the land held to him
 according to him and his heirs forever. In testimony
 whereof I have hereunto subscribed my name and
 affixed my seal the day and date first written.

James Thompson
 Seal

Can be seen by Court Clerk: After the 21th day of January 1878
 The foregoing deed from James Thompson of the one part and
 Robert B. Thompson of the other part, with all the land of the
 same State of Virginia and the land acknowledged before
 me by the said James Thompson to be his act and deed for
 the purposes therein expressed and the same deed being
 duly stamped is returned to me.

Teste: Samuel B. Thompson Clerk
 21th day of January 1878
 John H. Thompson

anno 18. Jan.

From Capital Loss
of personal property.

James W.

(F)

This Indenture made this the 24th day of February 1870
between James Gray & M. J. his wife of the County of Lee
& State of Va. of the one part, & Carlisle B. Gray of
the same County & State of the other part, Witnesseth: That
the said James Gray & M. J. his wife for and in the
consideration of the sum of \$100.00 to them in hand
paid by the said Carlisle B. Gray, the receipt whereof is
hereby acknowledged, and further more for the love we
have for our son Carlisle B. Gray we have this
day bargained, sold and conveyed unto C. B. Gray or certain
tract or parcel of land lying and being in the County of
Lee & State of Virginia & on the waters of Indian Creek
it being the same place where our said sons and household
are fallen to wit: bounded on the North by the lands
of McPherson, on the West by the lands of J. J. Gibson, on the
South by the line of Math Bishop, on the East by the lands
of Martha & Robert Curran, it being the same land that
descended to us from our Grandfather Mr. Snygers contain-
ing 45 or 50 acres together with all the appurtenances
thereunto belonging unto the said Carlisle B. Gray & his heirs
forever & the said James Gray & M. J. his wife doth
covenant to & with the said Carlisle B. Gray that they
the said James Gray & M. J. his wife & their heirs will
warrant the title of the foregoing land generally.
Witness, the following signatures & seals:

James Gray (Seal)
M. J. Gray (Seal)

Lee County Court Clerk's Office, the 24th day of Feby. 1870
The foregoing Instrument of bargain & sale for land
between James Gray & Mary Jane his wife of the one
part and Carlisle B. Gray of the other part all of
the County of Lee & State of Virginia was this
day acknowledged before me by the said
James & Mary J. Gray and the said Mary
Jane Gray wife of the said James being
examined by me privately and apart from her
said husband, & having the said aforesaid
fully explained to her, she the said Mary
Jane acknowledged that she had willingly
signed and executed the same and did
not wish to retract it, and the said
 deed, being duly stamped is admitted to
record.

Thos. Sylvester E. Thompson Clerk
At copy
Test - James M. Proctor

Charles D. Gray
Thos. & Geo.
James Gray & wife

(11)

Which I and made this the 6th day of Sept
1849, between W. B. & L. Lane Commissioner in
the Chancery Cause of ~~Stephen Arnold~~ vs ~~James Gray~~ in &c
vs. ~~James Gray~~ Plaintiff of the one part, and ~~Stephen~~
admiral of the County of Lee of the other part; with
that whereas by a decree rendered in this cause, the
joint interest of James Gray in a tract of land
wherein he, his wife conveyed to Charles B. Gray,
was sold, and purchased by C. B. Nathan & the
beneficial title in the above named cause, who
afterwards sold the same to Charles B. Gray one of
the defendants in said cause, for the sum of thirty
five Dollars, and the payment of all costs in said
cause according after the 4th term 1846, and the
payment to the Commissioner his fee for making
this deed; and whereas the said Charles B. Gray
afterwards sold said interest in said land to one
Stephen Arnold, and received, and arranged to
the Court, as shown by his affidavit filed with
Commiss. Lane's Report of 4th filed in said cause
to direct & make said conveyance to the said
Stephen Arnold &c &c therefore in consideration
of the premises, I W. B. & L. Lane Commissioner as
aforesaid, do hereby convey to the said Stephen
& Arnold, all the right, title, and interest of
the said James Gray, in and to the undivided
Majority of the tract of land mentioned in the
Plaintiff's Bill in the above named ^{cause}, as being
conveyed by James Gray & wife to the said
Charles B. Gray. This interest & land is conveyed

with special authority only, and as said
Commissioner, Witness the following signature
& seal the day & year first above written

M. B. & Lane Commissioner

Virginia

Lee County Court

I, J. A. Hyatt a com-
missioner for the County Court of said
County, do certify that M. B. & Lane
Commissioner personally appeared before me
in my County aforesaid and acknowledged
the foregoing deed bearing date on the
10 day of September to be his act
and deed for the purposes therein
stated. Given under my hand this
17 day of September 1882.

J. A. Hyatt Commissioner

Unthank and Adams for &c

Bill to impeach deeds and enforce
James Gray et al Judgment here.

The bill charges that the deeds are voluntary and therefore void: and further charges fraud. The answer in general denies the charges, but goes on to answer specifically. It does not however directly and positively state the terms of purchase. The reading of the answer will not enable the most careful reader to say what were the terms of the purchase: It is neither directly admitted nor denied that a gift in part was intended by the grantors. It is neither admitted nor denied that the sum agreed to be paid for the land and personally was \$150 (plus for the land \$50 for the personally). It is not indeed directly stated that there was any purchase at all from the defendant James Gray, of any interest in the land or personally. It is stated in the answer indeed that "the said James never treated the land as his own, but always regarded it as his wife's property". How then can it be contended that he purchased of James Gray, that which he never treated as his own and always regarded as his wife's? But when the answer comes to state the consideration, it does not deny the intention that the grant was in part for love & affection, but argumentatively alleges that he paid them, his father & mother, a full fair and valuable consideration, and even more than the land was worth. It mentions debts paid for them, money \$10, paid to them, property purchased at the time the trade was made, ~~amounting to~~ amounting to \$175. He wholly omits to state that one dollar of this was paid for the land or the personally, or that one farthing of it was paid in pursuance of any contract to pay it for the land. Still further is the answer given concerning the gift in part, and the advances made to his father & mother with any contract to do so as part of the price of the land. He simply states, in

very loose and indiginate manner that adding together these prior & subsequent advances ~~and~~ which he will hereafter prove and putting these sums with the \$173, they will make a sum "to the amount in all to perhaps some \$300 or \$400." He then adds the lands are not worth even what your respondent paid for them (his father & mother?). But he adds he purchased the same (the land) more to aid his father & step mother to live than anything else. Is this well nigh an acknowledgment that there was no stipulated price for the property?

To give this answer the very fullest weight it can command, it only sets up an actual payment of \$173. Surely it cannot be expected that the Court will consider the declaration that there had been added to it by prior & subsequent payments enough to make "some perhaps \$300, of which proof is hereafter to be made, as evidence of any definite sum. If the defendant cannot himself say what he paid so soon after the transaction, how can he expect the Court to determine from that loose declaration. Then suppose it be admitted that the sum of \$173 was paid in consideration of the sale of the land and personal property. How does the case stand? The answer admits the real estate to be worth \$250. What was the personal worth? Three head of cattle, ten head of sheep, ten head of hogs and ~~all~~ all the house hold & kitchen furniture of James Gray are to be estimated and added to this \$250 & what sum it will make we are not prepared to say. But certainly it leaves a considerable margin for love and affection.

As the case then stands upon the bill and answer (and the answer is replied to) the Court would give it conclusive force where it is responsive to the affirmative matter of the bill, if it were full, positive and direct. But regarding the answer as evasive as to whether the ^{deft Carlo B. Gray} contracted at all for James Gray's interest in the land, and evasive as to whether the sums of money alleged to have been paid, were paid in pursuance of a contract to pay them as the purchase price of the land and personal property bought, and especially evasive as to whether the prior & subsequent payments were made in pursuance of the contract of purchase, and the answer wholly failing

to designate the price agreed upon between the defendant Carlo & James Gray for the lands and the personalty, the Court is unable to say that the contract was for full value and bona fide. Looking then to the circumstances we find them especially suspicious. The defendant James Gray had just been died. He is in necessitous circumstances. He and his wife unite in a conveyance of all their real estate to the son of the defendant. The defendant James Gray then ^{conveys} ~~sells~~ (what may well be regarded all his personal estate) his cattle hogs, sheep, & entire household & kitchen furniture to his son. These transactions occurring on the same day are to be taken together. The defendant ^{for} Gray, then strips himself of his whole estate; and when the defendant Carlo comes to account for the purchase, we learn from his answer that ~~on the same day~~ he pays back on the same day to James Gray a cow & calf! What need had James Gray wife for a cow & calf, when they had neither home, nor bed, nor any article of household & kitchen furniture? And why this absolute deed of the personalty and its recordation? Is it not usual in sales of property of a personal kind to pass it without deed? It is certainly unusual to go to so much expense as the drawing & recording of a deed of personalty where the sale is expected to be perfected by delivery.

It is probable these old people, regarding tenderly the son who had cared for them in their necessities, and desiring to make a return of kindness, determined to bestow upon him all their earthly goods, and supposing, to hold their property, he might have to pay some \$150 for them, made these deeds of gift to him, expressing both the money and the goods in consideration. But, in the total absence of any proof of the contract, and the total evasion of the defendant to state it, ^{with} the admission of the answer that the land alone was worth \$250 & it being manifest that the personalty conveyed was worth a considerable sum & admitting all that the answer has stated as positively paid, to wit \$173, it is ^{evident} ~~manifest~~ that ~~enough~~ the value of the property donated was amply sufficient ^{to cover} ~~to pay~~ the said sum of \$173.

8
H. A. Katz

Dec. 3. 1873

Hubbard & Barnard for &c

52

Division of Land

James Gray & Co

Dec. 3. 1893

12.19
6.78
5.41

The Commonwealth of Virginia:

To the Sheriff of Lee

County---Greeting:

We command you to summon

James Gray & Barlow B. Gray

to appear at the clerk's office of the county court of Lee, at the court-house, on the first Monday
in July next, being Rule day, to answer a bill in
chancery, exhibited in our said court against them by Emel V. Muthaule
and George M. Adams late Merchants and partners
in trade under the name & style of "Muthaule and
Adams" who sue for the benefit of the said E. V.
Muthaule

and unless they shall answer the said bill within one month thereafter, the same will be
taken for confessed, and the said court will decree accordingly. And have then this writ. Witness

JAS. W. ORR, Clerk of our said court, at the court-house, the 26th day of

June

1873, in the year of the Commonwealth.

Jas. W. Orr

(5) L^d
Muthank & Adams for
vs Σ Spain & Co

James Gray et al

July Rules 1873

Executed by deliver-
ing to Jas Gray and
Charles B. Gray. an
attested office copy
of the within

Thos J. Brown D^r.
for C. L. Hamble S. L. C.